

EXHIBIT “C”

\$4,665,876.31

March 13, 2009
New Albany, Indiana**PROMISSORY NOTE**

FOR VALUE RECEIVED, the undersigned, **DON GARRETT, individually**, and on behalf of Garr Trucking, Garr Construction, Sage Livestock, Sage Building and/or Construction and JL Farms of Gambier, Ohio (hereinafter referred to as "Debtor"), promise to pay ON DEMAND to the order of **EASTERN LIVESTOCK CO., INC.**, of 135 W. Market Street, New Albany, IN 47150 (hereinafter referred to as "Holder") the principal sum of \$4,665,876.31 in lawful money of the United States. The principal balance of this Note outstanding shall bear interest (computed on a daily basis) from date of execution until paid at prime plus 1.0% per annum.

Debtor agrees to remain and continue bound for the payments of the principal of this Note notwithstanding any extension or extensions of the time of the payment of said principal, or any change or changes in the amount or amounts to be paid under and by virtue of the obligation to provided for in this Note, or any change or changes by way of release or surrender of any collateral, real or personal, held as security for the payment of this Note, and waives all and every kind of notice or such extension or extensions, change or changes;


Debtor waives presentment, notice of dishonor, protest, notice of protest and diligence in collection, and all exemptions, whether homestead or otherwise, which it may now or hereafter be entitled under the laws of the Commonwealth of Kentucky or any other states;

Debtor agrees, upon default, to pay all costs of collecting, securing or attempting to collect or secure this Note, including reasonable attorney's fees, whether same be collected or secured by suit or otherwise, providing the collection of such costs and fees are permitted by applicable laws.

Debtor further authorizes Holder to apply toward any debt owed under this Note or any prepayment of the same which Holder may elect at its sold discretion, any and all sums representing commissions or wages or advances due and owing Debtor, either currently on the books of Holder, or hereafter earned by Debtor.

This note does not represent additional moneys owed for cattle received by Debtor from Holder during the 2008 fiscal year.

This Note is to be construed and enforced according to the laws of the Commonwealth of Kentucky. Any action, claim, lawsuit or dispute shall be brought in a court of proper jurisdiction in Jefferson County, Kentucky.

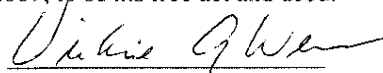


DON GARRETT, Individually
and on behalf of Garr Trucking, Garr
Construction, Sage Livestock, Sage Building
and/or Construction and JL Farms
Debtor

STATE OF IN)
) SS
COUNTY OF FLYD)

I, a Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing document was produced to me and acknowledged and delivered before me by Don Garrett, individually, on the 13 day of March, 2009, to be his free act and deed.

My Commission Expires: 8-1-09


NOTARY PUBLIC